



STATE OF NEW JERSEY

Board of Public Utilities

Two Gateway Center

Newark, NJ 07102

www.bpu.state.nj.us

CABLE TELEVISION

IN THE MATTER OF THE PETITION OF CSC TKR, INC. D/B/A CABLEVISION OF RARITAN VALLEY)	<u>ORDER ADOPTING</u>
FOR RENEWAL OF A CERTIFICATE OF APPROVAL)	<u>INITIAL DECISION/SETTLEMENT</u>
TO CONTINUE TO OPERATE AND MAINTAIN A)	<u>AND RENEWAL</u>
CABLE TELEVISION SYSTEM IN THE TOWNSHIP)	<u>CERTIFICATE OF APPROVAL</u>
OF BERNARDS, COUNTY OF SOMERSET, STATE)	BPU DOCKET NO. CE02030212
OF NEW JERSEY)	OAL DOCKET NO. CTV 8292-03

SERVICE LIST ATTACHED

BY THE BOARD:

On February 5, 1982, the Board granted Cross Country Cable, Ltd. ("Cross Country") a Certificate of Approval in Docket No. 818C-6814, for the construction, operation and maintenance of a cable television system in the Township of Bernards ("Township"). On February 5, 1982, the Board approved the transfer of the Certificate from Cross Country to TKR Cable Company ("TKR") in Docket No. 8112C-6860. On May 14, 1993, the Board issued a Renewal Certificate of Approval to TKR in Docket No. CE91101663. On April 2, 1997, the Board approved transfer of the Certificate to TCI Atlantic, Inc. d/b/a TKR Cable Company ("TCI") in Docket No. CM96040359. On December 17, 1997, the Board approved transfer of the Certificate from TCI to its current holder, CSC TKR, Inc. d/b/a Cablevision of Raritan Valley ("Petitioner") in Docket No. CF97090674. Although by its terms the Petitioner's above referenced Certificate expired on February 5, 2002, the Petitioner is authorized to continue to provide cable television service to the Township pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Certificate of Approval.

The Petitioner filed an application for the renewal of its municipal consent with the Township on May 22, 2001, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13. The Township, after public hearing, issued a resolution on November 8, 2001, denying renewal to the Petitioner and setting forth its underlying reasons.

On April 1, 2002, pursuant to N.J.S.A. 48:5A-17(d), the Petitioner filed with the Board for a renewal of its Certificate of Approval for the Township. The Petitioner alleged that the Township's actions in denying renewal to the Petitioner were arbitrary and capricious. The Township filed an answer to the petition on April 10, 2002. A pretransmittal settlement conference was held on June 25, 2002, in accordance with N.J.A.C. 14:17-8.1 et seq. On February 11, 2003, the Township adopted an ordinance granting renewal municipal consent to

the Petitioner for a term of five years. On March 21, 2003, the Petitioner formally accepted the terms and conditions of the ordinance, in accordance with N.J.S.A. 48:5A-24.

On July 11, 2003, the Office of Cable Television received a letter from the Township stating that it believed that the Petitioner had negotiated the franchise renewal in bad faith because it had only agreed to a "standard installation" of free service, which the Petitioner defined in its tariff as 150 feet of activated cable plant, and not free "standard service" with installation regardless of the distance from activated cable plant. In a letter dated July 14, 2003, the Office of Cable Television requested that the Petitioner address these concerns. Despite the Township's pending complaint, on July 15, 2003, the Petitioner filed an amended petition with the Board, due to the Township's amended ordinance and the company's acceptance thereof. On July 22, 2003, the Township filed an Answer to the Verified Amended Complaint [Petition] and Counterclaim requesting that the Board deny the Petitioner a Renewal Certificate of Approval for failure to engage in bona fide good faith negotiations. On August 4, 2003, the Petitioner requested an extension of time to file an Answer to the Counterclaim made by the Township. Also on August 4, 2003, the Petitioner submitted a response to the Office of Cable Television's letter dated July 14, 2003, denying that it had negotiated in bad faith, and contending that the terms in the negotiations were clear. On August 14, 2003, the Petitioner filed an Answer to the Counterclaim reiterating its position. On August 20, 2003, by resolution of the Council, the Township voted to revoke the municipal consent granted to the Petitioner.

On October 16, 2003, the Board transmitted the case to the Office of Administrative Law ("OAL") for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to 52:14B -15 and N.J.S.A. 52:14F-1 to 52:14F -13. The Board received a notice of filing from the OAL dated October 28, 2003. The case was assigned to Administrative Law Judge ("ALJ") Joseph F. Martone. Several prehearing and status conferences were held. On July 13, 2004, the Township adopted an ordinance for a term of six years from the date of adoption of the ordinance as settlement of the matter. On August 6, 2004, the Petitioner formally accepted the terms and conditions of the ordinance in accordance with N.J.S.A. 48:5A-24.

On November 24, 2004, ALJ Martone issued an Initial Decision, attached as Appendix II, recommending that the Board approve the settlement. The Initial Decision was received by the Board on December 2, 2004. In the Initial Decision, ALJ Martone found that the ordinance and the Petitioner's acceptance thereof disposed of all issues in controversy as required by N.J.A.C. 1:1-19.1.

The Board has reviewed the Initial Decision of ALJ Martone and **FINDS** that it is fair, reasonable and in the public interest. Therefore, the Board **HEREBY ADOPTS** the Initial Decision and Settlement in their entirety. The terms of the Initial Decision, and the application for renewal municipal consent are incorporated into this Renewal Certificate of Approval as if fully set forth herein.

The Board has reviewed the application for municipal consent, the petition and amended petition for a Renewal Certificate of Approval, and the ordinance and amended ordinance. Based upon this review and the recommendation of the Office of Cable Television, the Board **HEREBY FINDS** the following:

1. The Petitioner possesses the requisite legal, character, financial and technical qualifications for the awarding of a Renewal Certificate of Approval. Further, the Township reviewed these qualifications in conjunction with the municipal consent process.
2. The design and technical specifications of the system will ensure that the Petitioner provides safe, adequate and proper service.
3. The Petitioner has represented that all previously required construction within the franchise territory is complete.
4. The franchise period as stated in the ordinance is six years from the date of adoption of the ordinance, or July 13, 2010. The Board finds this period to be of reasonable duration.
5. The Petitioner's rates shall be regulated and tariffs shall be filed for all services, in accordance with the rules and regulations of the Federal Communications Commission, the Board and the Office of Cable Television. The Petitioner shall maintain informational tariffs for unregulated service rates and promptly file any revisions thereto.
6. Pursuant to statutory requirements, the ordinance specifies a complaint officer to receive and act upon complaints filed by subscribers in the Township. In this case, it is the Office of Cable Television. All complaints shall be received and processed in accordance with the applicable rules.
7. The Petitioner shall maintain a local area business office or agent for the purpose of receiving, investigating and resolving complaints. The current local office serving this purpose is located at 275 Centennial Avenue in Piscataway, New Jersey.
8. The franchise fee to be paid to the Township is specified to be 2% of the Petitioner's gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception service in the Township. Additional regulatory fees shall be paid to the State in an amount not to exceed 2% of Petitioner's gross operating revenues derived from intrastate operations. The Board finds these fees to be reasonable.
9. The Petitioner shall utilize the line extension policy attached to the Certificate (Appendix "I"). The minimum homes per mile figure is 25.
10. The Petitioner shall provide public, educational and governmental ("PEG") access channels and facilities in accordance with its renewal application and the ordinance. Specifically, the Petitioner shall make available one composite PEG access channel for the use of the Township and entities designated by the Township for non-commercial PEG access purposes. The Township shall be responsible for the use and administration of the channel and shall establish reasonable rules for such purposes.

11. Within 60 days of receipt of written request by the Township, the Petitioner shall provide to the Township a character generator, which may be used to insert non-commercial text message programming, including but not limited to, emergency messages of the Township on the Township's channel.
12. Upon written request of the Township, which may not be made sooner than 60 days from the date of issuance of this Certificate, the Petitioner shall install a network return feed to the Town Hall located at One Collyer Lane. The Petitioner shall also be required to maintain the existing network return feed located at Ridge High School at 268 South Finley Avenue. The Township may only use these facilities for non-commercial PEG access programming or emergency messages to the Petitioner's customers in the Township.
13. The Petitioner shall provide reasonable production training courses, free of charge, to access users in the Township, including, government officials, representatives and employees; educational officials, representatives and employees; community leaders and interest groups; students; and individual subscribers. Training shall be provided on a first come, first served basis, and training topics may include, but not be limited to television production, servicing and equipment use and maintenance. Any training group shall have a minimum of five persons and the Petitioner shall not be obligated to provide training sessions more often than four times per year.
14. If requested by the Ridge High School's Principal, the Petitioner shall also conduct, not more frequently than twice per year, special production training in high school students and teachers at the Petitioner's expense. The program shall be coordinated with officials from the high school and shall be conducted during normal school hours or at such other time during normal business hours as mutually agreed upon by the Petitioner and the school.
15. Upon ten days' advance written notice, and not more frequently than once per month, the Petitioner shall provide access to its ENG mobile production equipment for use by the Township in the production of non-commercial PEG access programming. Such equipment shall include, at a minimum, the following: S-VHS camcorder, tripod, lighting kit, microphone, battery pack and A/C adapter.
16. Within 60 days of receipt of a written request from the Township, the Petitioner shall provide the standard installation and basic cable service to one outlet, free-of-charge, to all state accredited public and private primary and secondary schools, municipal libraries and the municipal service properties as follows: a) Ridge Ann High School, b) Wm. Annin Middle School, c) Oak Street School, d) Cedar Hill Grade School; e) Liberty Corner Grade School; f) the Township Library, g) Township Police Department, h) Township Engineering Department, i) Township Community Center, j) Township Health Department, k) Basking Ridge Fire/Rescue Building, l) Liberty Corner Fire Building, and m) Liberty Corner Rescue Building.

17. Within 60 days of receipt of a written request from the Township, the Petitioner shall provide, without any charge to the Board of Education or Township for installation, basic cable service, free-of-charge, to the following: a) the Municipal Building (two outlets), b) the Township Sewerage Authority (one outlet), and c) Mount Prospect School (one outlet).
18. Within 60 days of receipt of a written request from the Township, the Petitioner shall provide one standard installation, one cable modem and standard monthly service, free of charge, to all state accredited public and private primary and secondary schools and all municipal libraries in the Township. Each such institution shall be permitted to network up to 24 additional personal computer terminals to the cable modem provided by the Petitioner.
19. Within 60 days of receipt of a written request from the Township, the Petitioner shall provide, without charge to the Township or the Board of Education for installation, one cable modem and standard monthly service, free of charge, to the Municipal Building, the Township Sewerage Authority and Mount Prospect School.
20. Upon reasonable advanced written notice from the Township, the Petitioner shall make available a representative to meet at least annually with the Township for the purpose of reviewing the Petitioner's performance under the Township's ordinance.
21. The Petitioner shall provide, on an annual basis, a report to the Township providing information pertaining to the Petitioner's operation of the cable system in the Township during the previous 12 month period. Such annual report shall be submitted no later than 30 days following the end of the calendar year commencing on the first full year following the effective date of the ordinance, which is the date this Certificate is issued. The report shall consist of copies of all reports filed with the Board pursuant to N.J.A.C. 14:18-7.2 through 14:18-7.7, which relate to the cable system in the Township, except those which the Petitioner deems confidential or proprietary.
22. The Petitioner shall provide a senior citizens discount program in the Township in the amount of 10% off the monthly rate for basic service for senior citizens who meet the income and residency requirements of the Pharmaceutical Assistance to the Aged and Disabled ("PAAD") program, as allowed by N.J.S.A. 48:5A-11.2.

Based upon these findings, the Board **HEREBY CONCLUDES**, pursuant to N.J.S.A. 48:5A-17(a) and 28(c), that the Petitioner has the municipal consent necessary to support the petition, that such consent and issuance thereof are in conformity with the requirements of N.J.S.A. 48:5A-1 et seq., that the Petitioner has complied or is ready, willing and able to comply with all applicable rules and regulations imposed by or pursuant to State or federal law as preconditions for engaging in the proposed cable television operations, that the Petitioner has sufficient financial and technical capacity, meets the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment, and is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, the Petitioner is **HEREBY ISSUED** this Renewal Certificate of Approval as evidence of Petitioner's authority to construct and operate a cable television system within the entirety of the Township.

This Renewal Certificate is subject to all applicable State and federal laws, the rules and regulations of the Office of Cable Television, and any such lawful terms, conditions and limitations as currently exist or may hereafter be attached to the exercise of the privileges granted herein. The Petitioner shall adhere to the standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. §76.1 et seq., including but not limited to, the technical standards 47 C.F.R. §76.601 through §76.630. Any modifications to the provisions thereof shall be incorporated into this Certificate.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Certificate.

This Renewal Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and enforceable unless specific waiver is granted by the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

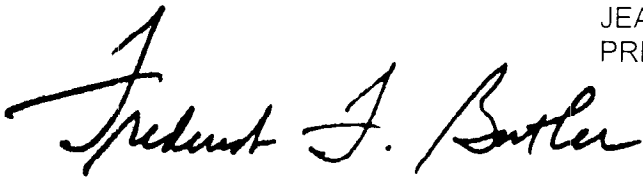
This Certificate shall expire on July 13, 2010.

DATED: 1/13/05

BOARD OF PUBLIC UTILITIES
BY:



JEANNE M. FOX
PRESIDENT



FREDERICK F. BUTLER
COMMISSIONER



CONNIE O. HUGHES
COMMISSIONER



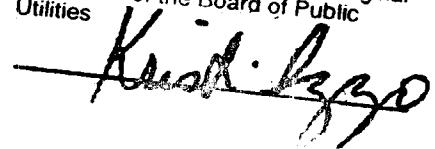
JACK ALTER
COMMISSIONER

ATTEST:



KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



APPENDIX "I"
Office of Cable Television
Line Extension Policy

CSC TKR, Inc. d/b/a Cablevision of Raritan Valley
Township of Bernards

A cable operator is required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system.

Actual subscribers served by the extension are required to absorb the remainder of the cost.

If new subscribers are added to the extension the cost is adjusted and those who previously paid receive an appropriate rebate.

- | | | |
|---|---|---|
| 1. <u># of homes in extension</u>
mileage of extension | = | homes per mile (HPM) of
extension |
| 2. <u>HPM of extension</u>
Minimum HPM that
company actually
constructs in the
system * | = | ratio of the density of
the extension to the
minimum density which the
company constructs in the
system ("A") |
| 3. Total cost of building
the extension times "A" | = | company's share of
extension cost |
| 4. Total cost of building
extension less company's
share of extension cost | = | total amount to be
recovered from
subscribers |
| 5. Total amount to be
<u>recovered from subs</u>
Total subscribers in extension | = | each subscriber's share |

In any case, the company shall extend its plant along public rights of way to:

1. All residences and businesses within 150 aerial feet of the operator's existing plant at no cost beyond the normal installation rate.
2. All residences and businesses within 100 underground feet of the operator's plant at no cost beyond the normal installation rate.

* The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes that the company has historically constructed at its own cost. This is a function of the operator's break-even point and its rate of return. Unbuilt systems will use the primary service area rather than construction.

The operator's installation policies shall apply to construction beyond the public right of way.

Detailed accounting and/or financial information to support the minimum HPM shall be supplied to the Office for its approval in such form as required. The minimum HPM shall be updated as appropriate.

When a request for service is received, and unless good cause is shown, cable companies shall:

1. Provide a written estimate within 30 days of such a request.
2. Begin construction within 60 days of receipt of any deposit monies from potential subscribers.
3. Complete construction within six months of receipt of any deposit monies from potential subscribers.
4. Inform each home passed along the extension of the potential costs for subscribers.

Subscribers who pay for an extension shall be entitled to rebates in the following manner:

1. If the company acquires new subscribers subsequent to the initial calculation of step 5 above, the formula will be adjusted and those who have previously paid for the extension will be entitled to an appropriate rebate. In no event shall the amount of the rebate exceed the subscriber's contribution.
2. The company shall keep accurate records of the cost of the extension, the amounts paid by subscribers and any appropriate adjustments.
3. The company shall notify subscribers in the extension of their rights and responsibilities concerning the extension.
4. Once an individual dwelling has paid its share of the extension cost future reconnections or installations shall be made at the company's standard rates.
5. After a period of five years from the installation of the first dwelling unit in the extension no further adjustments shall be made. Installations after five years shall be at the company's standard rate.
6. Once a subscriber is installed, that person shall not normally be entitled to a refund of any monies paid for the installations, except in accordance with the rebate procedure outlined in this policy.

Definitions

Primary Service Area

The Primary Service Area (PSA) can be an entire municipality, but in many instances the PSA is a limited area within a community outside of which a line extension policy may apply.

The PSA is depicted by a franchise map and narrative, presented and recorded during the franchise proceedings. It normally remains a fixed geographic area throughout the life of the franchise.

Line Extension Survey

Potential subscribers residing outside the PSA who request service are entitled to an estimate of their share of the cost to secure service. When conducting a survey and estimating costs, a cable company should factor in all potential subscribers who could practicably be included in the extension and give consideration to apparent residential construction in areas contiguous to the proposed extension.

SERVICE LIST

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

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INITIAL DECISION

SETTLEMENT

OAL DKT. NO. CTV 8292-03

AGENCY DKT. NO. CE02030212

**IN THE MATTER OF THE PETITION
OF CSC TKR, INC. D/B/A
CABLEVISION OF RARITAN VALLEY
FOR RENEWAL OF A CERTIFICATE OF
APPROVAL FOR THE TOWNSHIP OF
BERNARDS**

Kevin A. Conti, Esq., for petitioner, CSC TKR, Inc. d/b a Cablevision of
Raritan Valley (DeCotiis, Fitzpatrick, Cole & Wisler, attorneys)

John P. Belardo, for respondent Township of Bernards (DiFrancesco,
Bateman, Coley, Yospin, Kunzman, David & Lehrer, attorneys)

Record Closed: October 11, 2004

Decided: November 24, 2004

BEFORE **JOSEPH F. MARTONE, ALJ**:

On April 4, 2002, petitioner CSC TKR, Inc., d/b a Cablevision of Raritan Valley filed a verified petition with the New Jersey Board of Public Utilities, Office of Cable Television seeking that the said Board issue to it a renewal certificate of approval for the continued operation of its cable television system in the Township of Bernards, County of Somerset, State of New Jersey for a period of 15 years beginning February 5, 2002, which is the expiration date of Cablevision's previous Certificate of Approval, in accordance with the terms and conditions set forth in Cablevision's Application for Municipal Consent.

On July 17, 2003, petitioner filed a verified Amended Petition with the said Board reciting that on November 8, 2001, the Township adopted Resolution #010415 rejecting its application for a cable television franchise. After further negotiations, the Township adopted Municipal Consent Ordinance #1615 on February 11, 2003, renewing the consent of the Township to Cablevision to own, operate and maintain a cable system within the Township for a period of five years beginning the date of issuance of a certificate of approval by the Board. By letter dated March 21, 2003, petitioner accepted the terms of Ordinance No. 1615. Petitioner requests that the Board of Public Utilities issue a renewal certificate of approval as aforesaid.

By an answer to the Amended Petition and Counterclaim filed on July 23, 2003, Bernards Township requests that the Board deny petitioner a renewal certificate of approval, for and not among other reasons, failure to engage in bona fide good faith negotiations, ignoring the recommendations of the Township, the inability to meet the future cable-related community needs and interests. Bernards Township also counterclaims against petitioner alleging that petitioner knowingly committed fraud and made intentional misrepresentations in attempting to induce Bernards Township to adopt Municipal Consent Ordinance No. 1615.

This matter was transmitted to the Office of Administrative Law on October 28, 2003, for determination as a contested case, pursuant to *N.J.S.A.* 52:14B-1 to -15 and *N.J.S.A.* 52:14F-1 to -13.

On August 16, 2004, I was advised by the parties that the matter had been amicably resolved. A revised ordinance, Ordinance #1735, reflecting the settlement provisions agreed upon by the parties, was adopted by the township committee at a public meeting on Tuesday, July 13, 2004. A copy of the revised ordinance is attached as Exhibit A. The revised ordinance was accepted by Cablevision in correspondence from Adam E. Falk, Vice President, dated August 6, 2004. A copy of the letter of acceptance is attached as Exhibit B. The Township has consented to the dismissal of its counterclaim in this matter with prejudice, and a copy of the Stipulation of Dismissal executed by counsel for the parties is attached as Exhibit C.

The parties have requested that I issue an initial decision recommending the approval of the revised ordinance issued by the Township and accepted by Cablevision and dismissing the Township's counterclaim in this matter.

I have reviewed the record and the terms of settlement as embodied in the revised ordinance attached as Exhibit A, the Cablevision correspondence accepting the revised ordinance dated August 5, 2004, attached as Exhibit B, and the Stipulation of Dismissal executed by counsel for the parties attached as Exhibit C, and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of *N.J.A.C. 1:1-19.1* and that the settlement should be approved. I approve the settlement and I also recommend the approval of the revised ordinance. I therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five (45) days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with *N.J.S.A. 52:14B-10*.

November 24, 2004

DATE



JOSEPH F. MARTONE, ALJ

Receipt Acknowledged:

12-2-04
DATE



BOARD OF PUBLIC UTILITIES

Mailed to Parties:

DATE

OFFICE OF ADMINISTRATIVE LAW

mph

ORDINANCE #1735

An Ordinance Granting Municipal Consent for the Operation of a Cable System
within the Township of Bernards, County of Somerset, State of New Jersey,
to CSC TKR, Inc. d/b/a Cablevision of Raritan Valley

WHEREAS, the governing body of the Township of Bernards ("Township") determined that CSC TKR, Inc. d/b/a Cablevision of Raritan Valley (the "Company" or "Cablevision") had the technical competence and general fitness to operate a cable television system in the Township, and by prior ordinance granted its municipal consent for Cablevision to obtain a non-exclusive franchise for the placement of facilities and the establishment of a cable system in the Township; and,

WHEREAS, by application for renewal consent filed with the Township and the Office of Cable Television on or about May 31, 2001, Cablevision has sought a renewal of the franchise; and

WHEREAS, the Township having held public hearings has made due inquiry to review Cablevision's performance under the Franchise, and to identify the Township future cable-related needs and interests and has concluded that Cablevision has substantially complied with its obligations under the Franchise and has committed to certain undertakings responsive to the Township's future cable-related needs and interests; and

WHEREAS, the governing body of the Township has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided Cablevision's proposal for renewal embodies the commitments set forth below, the Township's municipal consent to the renewal of the Franchise should be given;

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Bernards, County of Somerset, and State of New Jersey, as follows:

SECTION 1. DEFINITIONS

For the purpose of this Ordinance the terms defined above shall have the meanings there indicated, and the following additional terms shall have the following meanings:

- (i) "Act" or "Cable Television Act" shall mean that statute of the State of New Jersey relating to cable television, known as the Cable Television Act, N.J.S.A. 48:5A-1 et seq.
- (ii) "Application" shall mean Cablevision's application for Renewal of Municipal Consent, which application is on file in the Township Clerk's office and is incorporated herein by reference and made a part hereof, except as modified, changed, limited or altered by this Ordinance.
- (iii) "Board" shall mean the Board of Public Utilities of the State of New Jersey or its successor agency.

CERTIFICATION

I hereby certify the above to be a true copy of a resolution
adopted by the Mayor and Township Committee of the Township
of Bernards, County of Somerset, NJ at a meeting held

_____ 18 ____

Township Clerk

- (iv) "Township" shall mean the governing body of the Township of Bernards in the County of Somerset, and the State of New Jersey.
- (v) "Company" shall mean CSC TKR, Inc. d/b/a Cablevision of Raritan Valley ("Cablevision") the grantee of rights under this Ordinance.
- (vi) "FCC" shall mean the Federal Communications Commission.
- (vii) "Federal Act" shall mean that federal statute relating to cable communications commonly known as the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521 et seq. and the Telecommunications Act of 1996, or as those statutes may be amended.
- (viii) "Federal Regulations" shall mean those federal regulations relating to cable television services, 47 C.F.R. Section 76.1 et seq. (and, to the extent applicable, any other federal rules and regulations relating to cable television, including but not limited to, those described in 47 C.F.R. Section 76.3), or as such regulations may be amended.
- (ix) "State" shall mean the State of New Jersey.
- (x) "State Regulations" shall mean those regulations of the State of New Jersey Board of Public Utilities relating to cable television, N.J.A.C. 14:17-1.1 et seq. and N.J.A.C. 14:18-1 et seq., or as such regulations may be amended.

SECTION 2. STATEMENT OF FINDINGS

A public hearing concerning the consent herein granted to Cablevision was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of Cablevision to receive this consent, the Township hereby finds Cablevision possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that Cablevision's operating and construction arrangements as further set forth and specified in this municipal consent Ordinance and Cablevision's Application are adequate and feasible.

SECTION 3. GRANT OF AUTHORITY

The Township hereby grants to Cablevision its non-exclusive consent to place in, upon, along, across, above, over, and under its highways, streets, alleys, sidewalks, public ways, and public places in the municipality poles, wires, cables, and fixtures necessary for the maintenance and operation in the Township of a cable television system, and for the provision of any communication service over the such system as may be authorized by federal or State regulatory agencies. To the extent required by the Township's generally applicable ordinances, rules, and regulations, the Township shall be permitted the opportunity to review and comment on all final plans related to Cablevision's construction of the cable system in the public right-of-way. Operation and construction, pursuant to said consent, is conditioned upon prior approval of the Board.

SECTION 4. DURATION OF FRANCHISE

This consent granted herein shall be non-exclusive and shall be for a term of six (6) years from the date of adoption of this Ordinance by the Township.

SECTION 5. EXPIRATION AND SUBSEQUENT RENEWAL

If Cablevision seeks successive consent, it shall, prior to the expiration of this consent, apply for a municipal consent and certificate of approval in accordance with N.J.S.A. 48:5A-16, and applicable state and federal rules and regulations. The Company shall also petition the Board for approval authorizing continued operation during the period following expiration of the consent granted herein, and until such a time that a decision is made by the Township and the Board relative to the renewal of said consent.

SECTION 6. FRANCHISE TERRITORY

The consent granted under this Ordinance to Cablevision shall apply to the entirety of the Township and any property hereafter annexed.

SECTION 7. SERVICE AREA

Cablevision shall be required to proffer video programming service along any public right-of-way to any person's residence within the portion of the franchise territory, as described in the Application for municipal consent, at tariffed rates for standard and nonstandard installation.

SECTION 8. EXTENSION OF SERVICE

Cablevision shall extend service along any public right of way outside its service area as described in Section 7 to those residences within the franchise territory which are located in areas that have a residential density of twenty-five (25) homes per mile or greater, or areas with less than twenty-five (25) homes per mile where residents agree to share the costs of such extension in accordance with the line extension formula as provided by the Company in its Application for municipal consent.

SECTION 9. FRANCHISE FEE

- A. Pursuant to the terms and conditions of the Cable Television Act, Cablevision shall pay to the Township, as an annual franchise fee, a sum equal to two (2%) percent of the actual gross revenues received from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception services in the Township. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Township and Cablevision shall negotiate in good faith with respect to the amount thereof.

- B. To the extent permitted under applicable State law and the Board, Cablevision shall pay the Township its franchise fee semi-annually, within thirty (30) days following June 30 and December 31 of each year.
- C. Cablevision shall take all reasonable steps to cooperate in any audit investigation by the Township undertaken to confirm the accuracy of franchise fee payments made to the Township in connection with this Ordinance.

SECTION 10. SYSTEM UPGRADE

Cablevision shall upgrade its system so that it is capable of providing multiple analog and/or digital video programming and two-way interactive services, including high-speed cable modem service to subscribers in the Township, no later than December 31, 2003. If Cablevision fails to complete its system upgrade as specified herein, the Company shall be deemed in violation of this municipal consent Ordinance, unless cured by May 31, 2004. If such upgrade is not completed within the requisite cure period, the Township shall be permitted to petition the Board for termination of the franchise pursuant to N.J.S.A. 48:5A-47.

SECTION 11. FREE SERVICE

- A. Cablevision shall provide, free of charge, within sixty (60) days from receipt of a written request, one (1) standard installation and basic monthly cable television reception service to all State or locally accredited public and private primary and secondary schools and all municipal public libraries, as well as those municipal buildings provided in the attached Exhibit A. Cablevision shall provide two (2) such installations at Town Hall.
- B. Cablevision shall provide to the Township, within sixty (60) days from receipt of a written request from the Township, free of charge, one (1) high-speed cable modem and monthly Internet access service, including a standard installation, to Town Hall (the "designated building"). The Township shall be permitted, at its own cost, to network up to three (3) additional personal computer terminals in the designated building (four computers in total) to the cable modem provided by Cablevision.
- C. Cablevision shall provide, within sixty (60) days from receipt of a written request, free of charge, one (1) high-speed cable modem and monthly Internet access service, including a standard installation, to all State and locally accredited primary and secondary public schools and all municipal public libraries. Such institutions shall be permitted, at their own cost, to network up to twenty-four (24) additional personal computer terminals (twenty-five computers in total) to the cable modem provided by Cablevision. Unless otherwise agreed to between the Company and the Township, the right to network the cable modem to the twenty-four additional computers shall terminate upon expiration of the franchise term. Notwithstanding the foregoing, in the event that the franchise is not renewed prior to expiration of the term, and Cablevision shall apply for authorization from the Board to continue operating the system pending renewal pursuant to N.J.S.A. 48:5A-16 (and as specified in Section 5 of this Ordinance), Cablevision shall not be required, beyond one-year from the

expiration of the franchise term, to continue to offer the opportunity to network the additional computers without additional charge.

- D. Cablevision shall provide installation of cable television and Internet service as set forth in this Section 11 at the following locations, without charge to the Board of Education or Township: 1) Bernards Township Municipal Building, 2) Bernards Township Sewerage Authority, and 3) Board of Education Mount Prospect School.
- E. The Company shall make available educational programming for the duration of the franchise (Cable in the Classroom programming or its reasonable equivalent) provided said programming is available and it is economically feasible for the Company to provide.

SECTION 12. CONSTRUCTION/SYSTEM REQUIREMENTS

- A. Cablevision shall perform construction and installation of its plant and facilities in accordance with applicable State and federal law. The Company shall be subject to the following additional construction requirements with respect to the installation of its plant and facilities in the Township:
 - (i) In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways or other surfaces, the Company shall at its sole expense restore and replace such disturbances in as good a condition as existed prior to the commencement of said work.
 - (ii) If at any time during the period of this consent, the municipality shall alter or change the grade of any street, alley or other way or place, the Company, upon reasonable notice by the Township shall remove or relocate its equipment, at its own expense.
 - (iii) Upon request of a person holding a building or moving permit issued by the Township, the Company shall temporarily move or remove appropriate parts of its facilities so as to permit the moving or erection of buildings or for the performance of other work. The expense of any such temporary removal or relocation shall be paid in advance to the Company by the person requesting the same. In such cases, the Company shall be given not less than fourteen (14) days prior written notice in order to arrange for the changes required.
 - (iv) During the exercise of its rights and privileges under this consent, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Township so as to prevent the branches of such trees from coming in contact with the wires, cables, conduits and fixtures of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's facilities.

- B. Cablevision shall make available for inspection by the Township a map showing the locations of its cable system (exclusive of subscriber drops) located within the public rights of way within the Township.

SECTION 13. TECHNICAL STANDARDS

Cablevision shall comply with the technical service standards established for the cable industry under applicable federal and State laws, rules and regulations.

SECTION 14. CUSTOMER SERVICE STANDARDS

- A. Cablevision shall comply with all federal and state regulations pertaining to customer service as may now exist or hereinafter be amended, including, but not limited to, those pertaining to office hours and telephone availability, installations, outages, service interruptions, service call, billing, billing disputes, service related complaints, notices of changes in rates, programming and channel positions, also including, but not limited to, any proposed amendments to N.J.A.C.14:18, regulations of Cable Television, as set forth in the New Jersey Register on January 6, 2003, as may be adopted in amended form or otherwise, in the form of final regulations, which final regulations are expressly incorporated in this ordinance.
- B. In accordance with N.J.A.C. 14:18-3.6, as may be amended during the term of this Ordinance, subscriber telephone calls shall be answered by a representative or agent of the Company twenty-four (24) hours per day.
- C. In accordance with federal regulations 47 CFR 309(c)(2)(iii), as may be amended during the term of this Ordinance, the appointment window for scheduling installations, service calls and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours.
- D. The Company will be available to work on outages and service interruptions in accordance with N.J.A.C. 14:18-3.13, and shall provide credit for service outages in accordance with N.J.A.C. 14:18-3.5. Notice of Cablevision's outage credit policy shall be provided quarterly as provided in N.J.A.C. 14:18-3.18, as may be amended during the term of this Ordinance.
- E. In accordance with N.J.A.C. 14:18-6.5, as may be amended during the term of this Ordinance, Cablevision shall keep for a period of one year, a record of service complaints, which shall include the names and addresses of the subscriber, the date, the nature of complaint, the test conducted and corrective action taken if required, and the final disposition. Upon request, copies of such complaints shall be provided to the Township, to the extent permitted under applicable federal and State law, including laws and regulations pertaining to maintenance of subscriber privacy.
- F. Cablevision shall comply with all applicable federal and State customer service regulations pertaining to the notification of subscribers of the availability of the senior citizen discount as provided in Section 21(B) of this Ordinance, including, but not

limited to N.J.A.C. 14:18-3.3 and N.J.A.C. 14:18-3.18, as may be amended during the term of the Ordinance.

SECTION 15. LOCAL OFFICE OR AGENT

Cablevision shall establish and maintain during the entire term of this consent a local area business office or agent for the purpose of receiving, investigating and resolving complaints regarding the quality of service, equipment malfunctions and similar matters. Said office shall be open daily during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays. Such office shall permit residents to drop off or pick up converter boxes, remotes, and other like equipment.

SECTION 16. DESIGNATION OF COMPLAINT OFFICER

The Office of Cable Television is hereby designated as the complaint officer for the Township pursuant to the provisions of N.J.S.A. 48:5A-26. All complaints shall be reviewed and processed in accordance with N.J.A.C. 14:17-6.5.

SECTION 17. PERIODIC REVIEW

Cablevision representatives shall appear at least once annually, upon reasonable advanced written request of the Township, at a public hearing of the Township Committee to discuss matters pertaining to the provision of cable television service to residents of the Township and other related issues pertaining to cable television service as the Township and Cablevision may deem appropriate, including, but not limited to changes in service, improvements to the cable system, new procedures, regulated rate changes, programming changes, service delivery problems, and the status of implementation of any franchise renewal requirements.

SECTION 18. ANNUAL REPORT

Cablevision shall provide, on an annual basis, a report to the Township providing information pertaining to its operation of the cable system in the Township during the previous twelve (12) month period. Such annual report shall be submitted no later than thirty (30) days following the end of each calendar year, commencing on the first full year following the effective date of this Ordinance. The annual report shall consist of copies of all reports filed with the Board pursuant to N.J.A.C 14:18-7.2-7.7, which relate to and cover the cable system in the Township, except those deemed confidential or proprietary Company information.

SECTION 19. LIABILITY INSURANCE

- A. Cablevision agrees to maintain and keep in force and effect at its sole cost at all times during the term of this consent, sufficient liability insurance, placed with a company rated A- or better by Best's, naming the Township as an additional insured and

insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts as follows:

- (i) Commercial General Liability: \$1,000,000.00 each Occurrence for bodily injury and property damage liability combined; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations; \$1,000,000.00 Personal Injury & Advertising Injury
- (ii) Business Automobile Liability: \$1,000,000.00 Each Occurrence for bodily injury and property damage liability combined, covering Cablevision owned automobiles, and, if applicable, Cablevision hired automobiles.
- (iii) Workers Compensation: \$500,000.00 each accident; \$500,000.00 limit for disease; and \$500,000.00 each employee for disease.
- (iv) Excess or Umbrella Liability Policy: \$5,000,000.00 each occurrence/aggregate.

SECTION 20. PERFORMANCE BOND

Cablevision shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the municipality in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of its obligations as provided in this Franchise. The surety underwriting such bond shall be authorized to do business in the State of New Jersey.

SECTION 21. RATES

A. The rates of the Company for cable television service shall be subject to regulation to the extent permitted by federal and State law.

B. Cablevision shall provide a discounted rate for senior citizens and the disabled in the amount of ten percent (10%) off the rate for the monthly basic level of cable television reception service to any person sixty-two (62) years of age or older, or any disabled person, who subscribe to cable television reception services provided by the Company, subject to the following:

- (i) Such discount shall only be available to eligible senior citizens who do not share the subscription with more than one person in the same household who is less than sixty-two (62) years of age or who is not disabled; and,
- (ii) Subscribers seeking eligibility for the discount must meet the income and residence requirements of the Pharmaceutical Assistance to Aged and Disabled (PAAD) program in the State pursuant to N.J.S.A. 30:4D-21;
- (iii) The senior citizen discount herein relates only to the entry level basic rate of cable television reception service, and shall not apply to any additional

service, feature, or equipment offered by the Company, including premium channel services and pay-per-view services.

- (iv) Senior citizens who subscribe to a level of cable television service beyond expanded basic service, including any premium or per channel a la carte service, shall not be eligible for the discount.

SECTION 22. EMERGENCY USES

Cablevision shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Township pursuant to state and federal requirements. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein. The Township shall utilize the state-approved procedures for such emergency uses.

SECTION 23. TECHNOLOGICALLY CURRENT

Cablevision agrees that the capabilities of the system serving the Township shall be maintained as technologically current throughout the duration of the Ordinance, as compared with other systems operated by the Company in the County of Somerset of comparable size, measured by the number of subscribers in the system, and to the extent economically reasonable and commercially practicable.

SECTION 24. EQUITABLE TERMS

In the event that another multi-channel video program provider's service within the Township creates a significant competitive disadvantage to Cablevision, the Company shall have the right to request from the Township lawful amendments to its franchise that relieve it of burdens which create the unfair competitive situation. Should the Company seek such amendments to its franchise, the parties agree to negotiate in good-faith appropriate changes to the franchise in order to relieve the Company of such competitive disadvantages. If the parties can reach an agreement on such terms, the Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.

If the parties are unable to reach an agreement on appropriate amendments to the franchise, the Township acknowledges that the Company shall have the right to petition the Board directly for such amendments in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7; provided, however, the Township shall be under no obligation to support Cablevision's request for such relief from the Board.

Cablevision represents and acknowledges that as of the date of its acceptance of this municipal consent, competition within the Township has not yet risen to the level of creating a significant competitive disadvantage sufficient to enable the Company to seek relief under this Section.

SECTION 25. REMOVAL OF FACILITIES

Upon expiration, termination or revocation of this Ordinance, Cablevision at its sole cost and expense and upon direction of the Board, shall remove the cables and appurtenant devices constructed or maintained in connection with the services authorized herein, unless Cablevision, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an open video system or any other federal or state certification to provide telecommunications. Cablevision shall seek approval from the Board prior to dismantling its cable system in the Township.

SECTION 26. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

- A. Cablevision shall continue to designate channel capacity for non-commercial public, educational and governmental (PEG) access as described in the Application for municipal consent. As specified therein, there shall be one (1) PEG channel in the Township for the exclusive use of the municipality and entities designated by the Township to use such channel for non-commercial purposes PEG Access purposes. The Township shall be responsible for administration and use of the channel, and shall establish reasonable rules for such purposes, in accordance with applicable law. The Township agrees that Cablevision shall retain the right to use the PEG access channel, or portion thereof, for non-PEG access programming, during times when the Township is not utilizing the channel for purposes of providing PEG access programming. In the event that the Company uses said PEG access channel for the presentation of such other programming, the PEG programming shall remain the priority use and the Company's rights with respect to using the channel for non-PEG programming shall be subordinate to the Township's provision of PEG access programming on such channel.
- B. Cablevision shall provide to the Township, within sixty (60) days from receipt of a written request, a character generator, which may be used by the Township to insert non-commercial text message programming, including, but not limited to emergency messages of the Township on the government access channel.
- C. Upon written request of the Township, which shall not be made sooner than sixty (60) days following the effective date of this Ordinance, Cablevision shall install a cable drop with network return feeds to the municipal Town Hall located at One Collyer Lane, Basking Ridge, New Jersey. In addition, Cablevision shall continue to maintain the existing network return feed located at Ridge High School, 268 South Finley Avenue, Basking Ridge, New Jersey. The Township may only use such facilities provided for in this subsection for non-commercial PEG programming or emergency messages provided to Cablevision's subscribers within the municipality.
- D. The Company shall encourage PEG access usage by providing reasonable production training courses free of charge to access users in the Township, including:
 - (i) Government officials, representatives and employees;
 - (ii) Educational system officials, representatives and employees;

- (iii) Community leaders and interest groups;
- (iv) Students;
- (v) Individual subscribers.

Training will be provided on a first come, first served basis. Any training group shall have a minimum of five (5) persons. Training shall be provided upon the request of the Township. Cablevision shall not be obligated to provide more than four (4) training sessions per year. Topics may include, but not be limited to television production, servicing and equipment use and maintenance.

If requested by the Ridge High School's Principal, Cablevision will also conduct, no more than two (2) times per year, special production training for high school students and teachers at Cablevision's expense. The program will be coordinated with officials from the high school and will occur during normal school hours or at such other time during normal business hours mutually agreed upon between Cablevision and the school.

- E. Cablevision shall provide, upon ten (10) day advanced written request, but no more frequently than once a month, access to its ENG mobile production equipment for use by the Township in the production of non-commercial PEG programming. Such equipment shall include, at a minimum, the following: SVHS Camcorder, tripod, lighting kit, microphone, battery pack and A/C adapter.

SECTION 27. INCORPORATION OF APPLICATION

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Township by the Company except as modified herein, are binding upon Cablevision as terms and conditions of this consent. The Application and any other written amendments to the Application submitted by Cablevision in connection with this consent are incorporated in this Ordinance by reference and made a part hereof, except as specifically modified, changed, limited, or altered by this Ordinance, or to the extent that they conflict with State or federal law. In the event of a sale of the cable system or franchise, the commitments contained in this municipal consent Ordinance and the provisions of the Application incorporated herein shall be binding upon Cablevision's successors and assigns to the extent required by the Board.

SECTION 28. CONSISTENCY WITH APPLICABLE LAWS

This consent shall be construed in a manner consistent with all applicable federal, State and local laws, and shall be applicable in the Township throughout the term of the Ordinance, notwithstanding any change in the number of subscribers in the Township during such term.

SECTION 29. SEPARABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such

portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION 30. EFFECTIVE DATE

This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon the passage, and publication as required by law.

EXHIBIT A

Bernards Township Municipal Building
Bernards Township Library
Bernards Township Police Department
Bernards Township Engineering Building
Bernards Township Community Center
Bernards Township Health Department
Bernards Township Sewerage Authority
Bernards Township Board of Education – Ridge High School
Bernards Township Board of Education – Wm. Annin Middle School
Bernards Township Board of Education – Oak Street School
Bernards Township Board of Education – Mt. Prospect Grade School
Bernards Township Board of Education – Cedar Hill Grade School
Bernards Township Board of Education – Liberty Corner Grade School
Basking Ridge Fire/Rescue Building
Liberty Corner Fire Building
Liberty Corner Rescue Building

Publication by Summary Pursuant to N.J.S.A. 40:49-2

This ordinance effectuates renewal of the non-exclusive franchise agreement with CSC TKR, Inc. d/b/a Cablevision of Raritan Valley (Cablevision) in Bernards Township. Some of the highlights of the agreement include:

- 1. The consent granted shall be for a term of six years from the date of adoption of this ordinance.*
- 2. Pursuant to the terms and conditions of the Cable Television Act, Cablevision shall pay to the Township, as an annual franchise fee a sum equal to 2% of the actual gross revenues received from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception services in the Township.*
- 3. Cablevision will upgrade its system so that it is capable of providing multiple analog and/or digital video programming and two-way interactive services, including high-speed cable modem service to subscribers in the Township.*
- 4. Cablevision will make available education programming.*
- 5. Cablevision shall perform construction and installation of its plant and facilities in accordance with applicable State and federal laws. The company will be subject to additional construction requirements with respect to the installation of its plant and facilities.*
- 6. Cablevision shall comply with the technical service standards established for the cable industry under applicable federal and State laws, rules and regulations.*

7. Cablevision shall comply with all federal and State regulations pertaining to customer service as may now exist or hereinafter be amended.
8. Cablevision shall maintain a local area business office or agent for receiving, investigating and resolving complaints regarding quality of service, equipment malfunctions and similar matters.
9. The Office of Cable Television is designated as the complaint officer for the township.
10. Cablevision shall appear at least one annually before the Township Committee to discuss matters pertaining to the provision of cable television service to residents.
11. Cablevision shall provide annually a report to the township.
12. Cablevision will have in effect at its sole cost at all times during the term of the consent, sufficient liability insurance and performance bond in the amount of \$25,000.
13. Cablevision shall provide, free of charge, within sixty (60) days from receipt of a written request, one (1) standard installation and basic monthly cable television reception service to all State or locally accredited public and private primary and secondary schools and all municipal public libraries, as well as those municipal buildings provided in the attached Exhibit A. Cablevision shall provide two (2) such installations at Town Hall.
14. Cablevision shall provide to the Township, within sixty (60) days from receipt of a written request from the Township, free of charge, one (1) high-speed cable modem and monthly Internet access service, including a standard installation, to Town Hall (the "designated building"). The Township shall be permitted, at its own cost, to network up to three (3) additional personal computer terminals in the designated building (four computers in total) to the cable modem provided by Cablevision.
15. Cablevision shall provide, within sixty (60) days from receipt of a written request, free of charge, one (1) high-speed cable modem and monthly Internet access service, including a standard installation, to all State and locally accredited primary and secondary public schools and all municipal public libraries. Such institutions shall be permitted, at their own cost, to network up to twenty-four (24) additional personal computer terminals (twenty-five computers in total) to the cable modem provided by Cablevision. Unless otherwise agreed to between the Company and the Township, the right to network the cable modem to the twenty-four additional computers shall terminate upon expiration of the franchise term. Notwithstanding the foregoing, in the event that the franchise is not renewed prior to expiration of the term, and Cablevision shall apply for authorization from the Board to continue operating the system pending renewal pursuant to N.J.S.A. 48:5A-16 (and as specified in Section 5 of this Ordinance), Cablevision shall not be required, beyond one-year from the expiration of the franchise term, to continue to offer the opportunity to network the additional computers without additional charge.
16. Cablevision shall provide installation of cable television and Internet service as set forth in this Section 11 at the following locations, without charge to the Board of Education or Township: 1) Bernards Township Municipal Building, 2) Bernards Township Sewage Authority, and 3) Board of Education Mount Prospect School.
17. Rates shall be subject to regulation to the extent permitted by federal and State law. Senior Citizens and the disabled will receive a discounted rate of 10% subject to certain conditions.

18. Cablevision shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency message by the Township pursuant to State and federal requirements.
19. The capabilities of the system servicing the township shall be maintained as technologically current throughout the duration of the ordinance, as compared with other systems operated by the Company in Somerset County of comparable size.
20. In the event that another multi-channel video program provider's service within the township creates a significant competitive disadvantage to Cablevision, the company shall have the right to request from the township lawful amendments to its franchise that relieve it of burdens which create the unfair competitive situation.
21. Upon expiration, termination or revocation of this ordinance, Cablevision at its sole expense, shall dismantle its cable system.
22. Cablevision shall continue to designate channel capacity for non-commercial public, education and governmental (PEG) access.
23. Cablevision shall provide the township a character generator, which may be used by the township to insert non-commercial text message programming, including, but not limited to emergency messages of the township on the government access channel.
24. Cablevision shall install a cable drop with network return feeds to the Town Hall, and continue to maintain the existing network return feed at Ridge High School.
25. Cablevision will encourage PEG access usage by providing reasonable production training courses subject to conditions.
26. Cablevision will provide access to its ENG mobile production equipment subject to conditions.

TOWNSHIP OF BERNARDS, PUBLIC NOTICE

Ordinance #1735 having been introduced and passed on first reading by the Township Committee of the Township of Bernards in the County of Somerset on 6/29/04, and then ordered to be published according to law, will be further considered for final passage and adoption at a public hearing held at a meeting of said Township Committee at the Municipal Building, 1 Collyer Lane, Basking Ridge, NJ in said township on 7/13/04, at 7:30 P.M., when and where, or at such time and place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance. A complete text of this ordinance is available in the Office of the Municipal Clerk, 1 Collyer Lane, Basking Ridge, NJ, from 8:30 A.M. to 4:30 P.M., Monday through Friday. Copies are also available via e-mail from dszabo@bernards.org

By Order of the Township Committee
Denise Szabo, Municipal Clerk

TOWNSHIP OF BERNARDS Public Notice

Notice is hereby given that Bernards Township Ordinance #1735, was introduced and passed on first reading at a meeting of the Township Committee, on 6/29/04, and was passed on final reading and adopted following a public hearing thereon at a regular meeting of the Governing Body of the Township of Bernards on 7/13/04.

Denise Szabo
Municipal Clerk



ADAM E. FALK

Vice President:
Communications, Government & Public Affairs
New Jersey Region

August 6, 2004

The Honorable Ali Chaudry
Mayor, Township of Bernards
One Collyer Lane
Basking Ridge, New Jersey 07920

Dear Mayor Chaudry:

Pursuant to NJSA 48:5A-24, CSC TKR, Inc. d/b/a Cablevision of Raritan Valley accepts issuance of the municipal consent for the construction, operation and maintenance of a cable television system within the Township of Bernards set forth in Ordinance Number 1735, adopted on July 13, 2004 certified copies received on July 22, 2004 with all of the terms and conditions thereof as approved by the Mayor and Council of the Township of Bernards.

Cablevision looks forward to the continuation of a harmonious working relationship with the Township of Bernards and to serving its residents.

Sincerely yours,

A handwritten signature in black ink, reading "Adam E. Falk".

Adam E. Falk, Vice President
Communications, Government, and Public Affairs- NJ

C: Barbara Pence, Administrator
 Denise Szabo, Clerk
 Kevin Conti, Esq.
 Paul Jamieson, Cablevision
 Michael Gorman, Cablevision
 Samuel Cullari, Cablevision
 File

DECOTIIS, FITZPATRICK, COLE & WISLER, LLP
Glenpointe Centre West
500 Frank West Burr Boulevard
Teaneck, New Jersey 07666
(201) 928-1100
Attorneys for Petitioner, CSC TKR, Inc. d/b/a
Cablevision of Raritan Valley

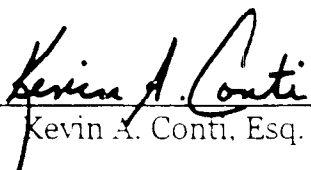
**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF CABLE TELEVISION**

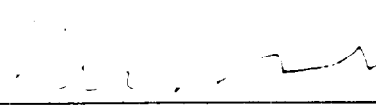
IN THE MATTER OF THE APPLICATION	:	DOCKET NO.: CE02030212
OF CSC TKR, INC. D/B/A CABLEVISION OF	:	
RARITAN VALLEY FOR RENEWAL OF A	:	
CERTIFICATE OF APPROVAL TO CONTINUE	:	Stipulation of Dismissal
TO OPERATE AND MAINTAIN A CABLE	:	
TELEVISION SYSTEM IN THE TOWNSHIP	:	
OF BERNARDS, COUNTY OF SOMERSET,	:	
STATE OF NEW JERSEY	:	

This matters in difference in the above-captioned action, having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the Counter-Claim of the Township of Bernards be dismissed, with prejudice and without costs, against CSC TKR, Inc. d/b/a Cablevision of Raritan Valley.

**DeCotiis, FitzPatrick, Cole
Wisler, LLP**
Counsel for CSC TKR, Inc. d/b/a
Cablevision of Raritan Valley

**DiFrancesco, Bateman, Coley, Yospin,
Kunzman, Davis & Lehrer, P.C.**
Counsel for the Township of Bernards

By: 
Kevin A. Conti, Esq.

By: 
John P. Belardo, Esq. by Mark R. Feck, Esq.

Dated: August 11, 2004

Dated: August 11, 2004



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
Quakerbridge Plaza, Building #9
Quakerbridge Road, PO Box 049
Trenton, New Jersey 08625-0049
(609) 588-6584

RECEIVED
MAIL ROOM
2004 DEC -2 PM 1:03
PUBLIC UTILITIES
NEWARK, N.J.

SOUTH

Date: 12/1/2004

Re: Initial Decisions for Receipt

Receipt of the following decisions from the Office of Administrative Law (as well as a copy of this form) is acknowledged as of the date indicated below:

OAL Docket No. CTV

8292-03

Case Name

CSC TRK Inc.

Office of Cable Television
Board of Public Utilities
2 Gateway Center
Newark, New Jersey 07102

Date: 12-2-04

Floyd Xiang
Office of Cable Television